



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
HEADQUARTERS, US ARMY MEDICAL DEPARTMENT ACTIVITY
4301 WILSON STREET
FORT SILL, OKLAHOMA 73503

**MEMORANDUM OF AGREEMENT
AMONG
REYNOLDS ARMY COMMUNITY HOSPITAL (RACH), FORT SILL
UNITED STATES ARMY FIRES CENTER OF EXCELLENCE AND FORT SILL
(USAFCOEFS),
AND
UNITED STATES ARMY GARRISON (USAG) FORT SILL**

**SRMC-RACH-14-028
RMO-LM01**

SUBJECT: Legal and Administrative Support for Claims Services

This is a Memorandum of Agreement between the RACH, USAFCOEFS, and USAG. When referred to collectively, the RACH, USAFCOEFS, and USAG are referred to as the "Parties".

1. REFERENCES.

- a. DODI 4000.19, Support Agreements, 25 April 2013.
- b. 10 USC § 1095, Health Care Services Incurred on Behalf of Covered Beneficiaries: Collection from Third-Party Payers. [Third-Party Collection Program]
- c. 42 USC §§ 2651 – 2653, Recovery by United States, Regulations, and Limitation or Repeal of Other Provisions for Recovery of Hospital and Medical Care Costs. [Federal Medical Care Recovery Act]
- d. MOA between the Office of The Judge Advocate General and the Office of The Surgeon General for resource sharing, effective 10 April 1992, which is included in DA Pam 27-162, Claims Procedures, figure 14-2, 8 August 2003.
- e. AR 27-20, Legal Service Claims, paragraph 14-14, 8 February 2008.
- f. MOA between the TRICARE Management Activity (TMA), Army Medical Command (MEDCOM) and the Army Office of the Judge Advocate General (OTJAG)

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for TMA reimbursement to Army for Support of Medical Affirmative Claims (MAC) Program, dated 14 Jan, 2009.

g. AR 40-400, Patient Administration, Chapter 13, (RAR) 15 September 2011.

2. PURPOSE. To outline the areas of responsibility in providing administrative support to USAG Fort Sill (the Garrison) and in providing legal support to RACH as both conduct their complementary claims missions.

3. BACKGROUND. The Federal Medical Care Recovery Act and the Third-Party Collection Program allow DOD to collect money from third parties for medical services provided by DOD (e.g., RACH) and deposit that money back into DOD accounts. The Federal Claims Collection Act allows Federal agencies (e.g., the Garrison) to collect money for damage to Government property. Since RACH and the Garrison both have a claims mission that requires legal support, the parties to this MOA have agreed to support each other and share resources to provide high quality, cost effective legal and administrative services in the processing of claims at Fort Sill.

4. RESPONSIBILITIES OF THE PARTIES.

a. RACH WILL:

(1) Provide medical care to authorized personnel and recover medical care costs from health benefits insurers and Medicare supplemental insurers.

(a) Fully fund two GS-07 medical care recovery clerk positions. Issue TDY orders and include funding for their training and any related travel. Charge them against the accounting processing code (APC) determined by its Resource Management Division (RMD).

(b) Maintain these positions on its table of distribution and allowances (TDA).

(c) Review the job description of the recovery clerk.

(d) Provide and maintain automation equipment for the recovery clerks. Connect their computers to RACH's computer program Composite Health Care System (CHCS) to allow easy access to critical data needed by the clerks to perform their claims function in the most effective and efficient manner.

(e) Provide a supply account for office supplies for use by the recovery clerks.

(2) Support the Garrison's recovery programs.

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(a) Obtain relevant information from patients for treatment of injuries resulting from accidents. Refer these cases to the Garrison's claims office for action.

(b) Provide personnel support to the Garrison's claims office to assist in the Garrison's recovery programs. Assist the Garrison's claims office in obtaining medical records and cost computations.

b. USAFCOEFS OSJA WILL: The Staff Judge Advocate (SJA) will designate the Garrison's claims judge advocate to provide the day-to-day supervision and rating of RACH's recovery clerks.

c. THE GARRISON WILL:

(1) Provide legal and administrative support for RACH's medical care recovery program in accordance with Legal Services section of the host-tenant Base Operations Support Agreement (SA). Support includes co-located facility space for RACH's recovery clerks in the Garrison's claims office (Bldg 4700, Suite 400)--see SA category Facilities & Real Property Support of Base Operations SA.

(2) Develop and maintain the job descriptions of the recovery clerk and staff it through the RACH for review and comment. Ensure the clerks collect funds pursuant to references 1a and 1b and deposit such funds to the RACH operations and maintenance (O&M) account, to the O&M accounts of other military treatment facilities providing/funding medical care, or to the general treasury as appropriate. Also, ensure their workload is split to work approximately 95% of their time on medical care recovery and approximately 5% of their time in support of the Garrison's claims office. Prepare the civilian performance evaluations and civilian employee award nominations, as applicable, for the recovery clerks.

(3) Submit monthly medical care recovery statistics reports to RACH Patient Administration Division.

5. PERSONNEL. Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. The designated claims judge advocate will maintain supervisory and rating control over the recovery clerks.

6. FINANCIAL DETAILS. This MOA does not document nor provide for the exchange of funds between the Parties nor does it make any commitment of funds or resources. If these conditions should change, the Parties will formally amend the MOA in writing and obtain signatures beforehand.

7. GENERAL PROVISIONS.

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a. EFFECTIVE DATE: The MOA is effective on the date of the last signatory to sign and expires nine (9) years from the effective date.

b. REVIEW/MODIFICATION/TERMINATION: The Parties shall review the agreement annually on or around the anniversary of its effective date for financial impacts and triennially in its entirety. The Parties may only modify this MOA by written agreement, duly signed by their authorized representatives. Any party may terminate this agreement by giving at least 90 days written notice to the other Parties. The Parties may terminate this agreement at any time by mutual written consent. In case of mobilization or other emergency, this agreement will remain in force only within the supplier's capabilities.

c. CANCELLATION OF PREVIOUS AGREEMENT: This MOA cancels and supersedes the previously signed agreement between the same Parties with the subject Legal and Administrative Support for Claims Services and effective date of 11 April 2008.

d. DISPUTES: Any disputes relating to this MOA will, subject to any applicable law, Executive Order, Directive or Instruction, be resolved by consultation between the Parties of elevated through their respective chains of command for resolution per DODI 4000.19.

e. TRANSFERABILITY: This MOA is not transferable except with the written consent of the parties.

f. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter.

g. FUNCTIONAL POINTS OF CONTACT (POC):

(1) RACH.

(a) Third Party POC is the RACH Treasurer, Mr. Charlie Chittum at (580) 558-2793 or email charles.l.chittum.civ@mail.mil.

(b) Administrative POC is Ms. Sue Croft, Support Agreements Manager (SAM), RACH, (MCUA-RMA), 4301 Wilson Street, Fort Sill, OK 73503, (580) 558-2047, e-mail: brenda.s.croft.civ@mail.mil

(2) USAFCOEFS. Mr. James White, Senior Management Analyst, Management Division, (ATZR-RM), Directorate of Resource Management (DRM), Bldg. 1655

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Randolph Road, Fort Sill, OK 73503, (580) 442-3843 [BLDG 1655, Rm 211], e-mail: james.r.white179.civ@mail.mil.

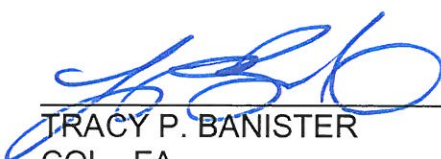
(3) THE GARRISON.

(a) Legal Services Claims POC is Ms. Kathryn McClure, Chief of Client Services, (580) 442-8618 and email: Kathryn.a.mcclure.civ@mail.mil.

(b) Administrative POC is Ms. Winona Morris, Garrison SAM, and Ms. Carleen Pilcher, Assistant Garrison SAM, Manpower and Agreements Division (IMSI-RMM), Resource Management Office (RMO), 462 Hamilton Road, Suite 111, [B467] Fort Sill, OK 73503, (580) 442-3560/3111, e-mail: Winona.f.morris.civ@mail.mil or carleen.l.pilcher.civ@mail.mil.

8. AGREED.

FOR USAFCOEFS




TRACY P. BANISTER
COL, FA
Chief of Staff

7 Jun 2014

(Date)

FOR RACH




NOEL J. CARDENAS
COL, MS
Commander

20140514

(Date)

FOR USAG



GLENN A. WATERS
COL, FA
Garrison Commander

3 June 2014

(Date)